

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

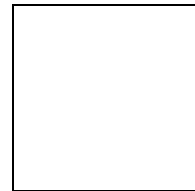
Agreement No. 01A0924

Bid Due Date: October 3, 2006

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Bill Johnson



Department of Transportation, MS-65
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

September 8, 2006

**INVITATION FOR BID (IFB)
IFB # 01A0924
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled **01a0924, TREE TRIMMING AND REMOVAL**. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone: (916) 227-6075. Fax: (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

BILL JOHNSON
Department of Transportation
(916) 227-6043
(916) 227-6072

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

BILL JOHNSON
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6 (Exhibit A)**.

B) Bidder's Minimum Qualifications

The Prime Contractor must be properly licensed in accordance with the laws of the State of California and shall possess a C-61 Limited Specialty/D-49 Tree Service License. If the Prime Contractor is not licensed to perform the traffic control work, he/she must subcontract the traffic control work to someone who has a Specialty License C-31 - Construction Zone Traffic Control Contractor.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	9/8/2006	
Written Question Submittal	9/22/2006	
Final Date and Time for Bid Submission	10/3/2006	2:15 p.m.
Bid Opening	10/3/2006	2:30 p.m.
Notice of Intent to Award	10/4/2006	
Proposed Award Date (estimate)	11/1/2006	

2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by the date above.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 01A0924. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Bill Johnson
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. State Prevailing Wages

State General Prevailing Wage Rates will apply for the County of Sutter as described in the attached Proposed Form of Agreement (Attachment 6). Copies of the predetermined general prevailing wage rates set by the Director of Industrial Relations may be obtained by contacting Kimberly Louis, Labor Compliance Officer, District 3, Address, Phone (530) 822-4315. Copies may also be obtained via the Internet: <http://www.dir.ca.gov>

6. Contractor License

The Prime Contractor must be properly licensed in accordance with the laws of the State of California and shall possess a C-61 Limited Specialty/D-49 Tree Service License. If the Prime Contractor is not licensed to perform the traffic control work, he/she must subcontract the traffic control work to someone who has a Specialty License C-31 - Construction Zone Traffic Control Contractor.

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current license issued by the California Contractor's State License Board, for the type

of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish his/her portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish his/her portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

7. Bonds

If the successful bidder's bid exceeds \$5,000.00, bidder will be required to provide a payment bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the total amount you bid.

8. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 6, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

9. Bid Submittal

a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 01A0924
IFB Name: Tree Trimming
Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or not responsible and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way

modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 306** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

10. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.

- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid meeting the specifications. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

11. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Analyst 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6046 or 227-6335 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC 1005), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

12. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) actual cost of performing the work by the second low bidder or by another contractor.
- c.) administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- d.) All performance under the contract shall be completed on or before the termination date of the contract.
- e.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- f.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- g.) No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 4).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 3, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 3). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

I. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made

false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 4
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5
Invitation for Bid (01A0924)

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments

Attachment Name/Description

_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 1005). The CCCs can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

EXHIBIT A
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SCOPE OF WORK

1. Statement of Work

- A. This is a single provider lump sum rate service Agreement for tree cutting and removal from State-owned Right of Way property.
- B. The Contractor shall furnish all labor, materials, parts and equipment necessary to provide tree removal and disposal services from State-owned property. Services shall be provided as requested by the Caltrans Contract Manager or his/her authorized designee within the designated service area. These trees, saplings, bushes and other designated debris shall be removed and disposed of according to all environmental laws and regulations, and be provided any necessary WPCP and implementation of said WPCP.
- C. The service contract is to cut and remove approximately five hundred (500) trees as dictated by the Right of Way stakes in place, and/or marked trees. For the purpose of this contract a "tree" will be defined as a "4" inch diameter and beyond, from within the State's right of way along State Highway 20, Fort Bragg, Mendocino County. Tree removal is necessary to support the scheduled safety project to widen the shoulders of MEN 20. The trees to be removed are located on both sides of highway 20 beginning at about KP 2.78/ P.M 1.73 to KP 3.73/PM 2.32. Trees range in variety of: Pine, Cypress, Redwood, Fir, Tanoak, Willow and other. Height and diameter vary to (1300mm BHD --2000mmDLD).
- D. Tree removal must occur outside the nesting season, between September 15 and March 1 in compliance with the Migratory Bird Treaty Act. Failure to remove said trees could result in construction delays to the main safety project.
- E. All trees are within State's Right of Way. However, Caltrans has obtained a Temporary Construction Easement from adjacent property owners in order to provide a work staging area. The removal work is also subject to the following conditions:
 - 1) The work shall be done in accordance with all city and/or county codes/regulations.
 - 2) Designated tree stumps will not be removed so as not to disturb the ground/soil around the trees. Tree Stump removal will fall under the discretion of the Residential Engineer and "construction".
 - 3) No work may be performed on the creek banks or drainage ditches.

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- 4) Trees felled must fall within proposed State Right of Way. Also, trees cut will leave stump no more than 6" in height.
 - 5) No other vegetation is to be disturbed during tree removal unless required to remove the trees. Plants, trees and shrubs designated by barriers shall not be removed. "Clearing and Grubbing" will fall under the Residential Engineer's responsibility.
 - 6) Redwood Root System: Since stumps of felled trees will be left in place, the root systems will remain in tact, thereby adversely affecting a "sister" tree located outside the "proposed" Right of Way. Prior to cutting a "Redwood" tree within the "proposed" Right of Way, the Tree Removal Contractor will consult with the Contract Manager and/or Residential Engineer for a determination.
 - 7) "SOD" Sudden Oak Disease. Upon discovery, those trees affected will be processed on site, (cut, trimmed and chipped) and hauled to a designated environmental safe site for distribution by the tree removal contractor per the contract managers instructions.
 - 8) Prior to cutting any questionable tree, a determination will be sought by the Tree Removal Contractor thru the Contract Manager and/or Residential Engineer.
 - 9) The Contractor will submit a Water Pollution Control Program in accordance with Caltrans Standard Specifications, Section 7-1.01G and the Caltrans Storm Water Quality Handbook available to download at <http://www.dot.ca.gov/hq/construc.stormwater/manuals.htm>.
- F. The Contractor shall notify the Caltrans Contract Manager, by telephone, a minimum of twenty-four (24) hours prior to starting work and twenty-four (24) hours prior to completion of all work. The Contractor will notify the Caltrans Contract Manager for a final job inspection.

2. Traffic Control

Tree removal may necessitate work to be performed from the highway, which will require lane closure. Contractor shall submit a "Traffic Management Plan" to the Contract Manager a minimum of two (2) weeks prior to the anticipated start of work. Caltrans must approve the "Traffic Management Plan" prior to the start of work within the Caltrans right of way. In addition to submitting a "Traffic Management Plan" two weeks prior to beginning work, the Contractor shall submit a written schedule of planned lane closures, if necessary. The term

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closure, as used herein, is defined at the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system. The Closure Schedule shall show the location and times when the proposed closures are to be in effect. As a minimum, the following criteria must be considered in the Traffic Management Plan.

CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address:

<http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department

maintains a secondary list at the following Internet address:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

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Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" and "Portable Changeable Message Sign" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

Portable changeable message signs shall be placed for lane and shoulder closure, prior to the first advance warning sign as shown on the plans, or as directed by the Engineer. Where advanced warning signs are required in both directions of travel, a portable changeable message sign shall be placed prior to the first advance warning sign for each direction of travel. Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 3.4 m wide, shall be open for use by public traffic. During tree removal operations, intermittent road closure will be allowed for periods not to exceed 15 minutes. After each closure, accumulated traffic shall pass through the work before another closure is made. When traffic is under one-way traffic control, delays to public traffic shall not exceed a total of thirty minutes. Except as noted herein, Lanes shall be closed only during the hours shown on the chart included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

The Contractor shall notify the Engineer 7 calendar days prior to beginning of work. Advance information signs shall be posted as directed by the Engineer, a minimum of 5 calendar days prior to the actual closure of lanes to alert public traffic to the expected 30 minutes delay. Advance information signs shall be covered or removed as directed by the Engineer when they are no longer required. Portable changeable message signs shall be placed when lanes are closed as shown on the plans or as directed by the Engineer. Full compensation for advance information sign shall be considered as included in the contract lump sum price paid for construction area sign and no additional compensation will be allowed therefor.
The maximum length of any lane closure shall be limited to 1.6 km.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday. When a designated legal holiday falls on a Monday, the full width of the traveled way shall be open for use by public traffic on the preceding Friday, Saturday and Sunday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work

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expedited. The Contractor shall not adopt these deviations until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions. The term closure, as used herein, is defined as the closure of a traffic lane or lanes within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed. Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that

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delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

CONSTRUCTION ZONE ENHANCED ENFORCEMENT

Construction zone enhanced enforcement will be provided by the State as directed by the Engineer and in conformance with these special provisions. Construction zone enhanced enforcement shall consist of the presence of the California Highway Patrol (CHP) within and near the limits of construction during specified stages of work to control the movement of public traffic within the work zone. A total of 50 hours of California Highway Patrol support is available. Construction zone enhanced enforcement will be required during lane closure as deemed appropriate by the Engineer. The Contractor shall submit a schedule to the Engineer at least 15 days prior to the performance of work requiring construction zone enhanced enforcement. The schedule shall include all activities requiring construction zone enhanced enforcement and the estimated hours of CHP support required for each activity. The work shall be performed within the number of hours allocated for CHP support.

The Contractor may request additional CHP support for other times and in support of other work activities. The Contractor shall bear the costs and expenses for additional CHP support. The CHP shall be compensated at an agreed rate of \$65.00 per hour per CHP Officer. The agreed rate shall be considered full compensation for each hour, or portion thereof, that a CHP Officer is performing construction area enhanced enforcement. There will be no markup applied to any expenses connected with CHP support. The costs and expenses for requested additional CHP support will be deducted from moneys due to the Contractor.

The Engineer will make all arrangements with the CHP for scheduled and requested additional construction zone enhanced enforcement.

CHP support shall be scheduled in compliance with the provisions in "Closure Requirements and Conditions" of these special provisions. The Contractor will be notified in writing of assigned CHP support when the Contractor is informed of the approval of requested closures. Cancellations to previously approved closures scheduled to include construction zone enhancement enforcement shall be submitted in writing to the Engineer at least 36 hours prior to the time when the closure is to be in place. Written notices of cancellation for a closure shall be delivered to the Engineer between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding designated legal holidays.

Cancellations with less than the 36-hour written notice may result in charges from the CHP. The Contractor shall bear any costs and expenses resulting from cancellations with less than

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the 36 hour written notice, except cancellations due to weather or circumstances beyond the control of the Contractor, as determined by the Engineer. The CHP shall be compensated not less than \$50.00 per hour and no greater than 4 hours of overtime pay per CHP Officer scheduled to participate in the construction zone enhancement enforcement that is cancelled. The costs and expenses incurred for late cancellations will be deducted from moneys due or that may become due the Contractor.

The presence of the California Highway Patrol will not relieve the Contractor of responsibility of providing for the safety of the public in conformance with the requirements in Section 7-1.09, "Public Safety," nor relieve the Contractor from the responsibility for damage in conformance with the requirements in Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

Each vehicle used to place, maintain and remove components of a traffic control system shall have cellular phone and radio contact with personnel in the work area.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment, and incidentals (including cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or

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decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained during lane and shoulder closure at those locations approved by the Engineer or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. The contract unit price paid for portable changeable message signs shall include full compensation for furnishing all labor, materials, tools, equipments, and incidentals and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, changing messages daily as requested by the Engineer, transporting from location to location, and removing the portable changeable message signs, complete in place, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs. Lane Closure Chart																										
Two-Lane Conventional Highway Lane Requirements																										
Location: EASTBOUND/WESTBOUD												03-But-32- from KP 10.0 to KP 10.6														
		a.m.													p.m.											
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Mondays																										
Tuesdays through Thursdays								2	2	2	R	R	R	R	R	R	2	2	2	2	2	2				
Fridays								2	2	2	R	R	R	R	R	R	2	2	2	2	2	2				
Saturdays									R	R	R	R	R	R	R	R	R									
Sundays									R	R	R	R	R	R	R	R	R									
Day before designated legal holiday & designated legal holidays																										
Legend:																										
R	A minimum of one paved traffic lane, not less than 3.4 m wide, shall be open for use by public traffic. (Reversing Control).																									
2	A minimum of two paved traffic lanes shall be open for use by public traffic. (one lane, not less than 3.4 m wide, in each direction of travel).																									
	No closure allowed.																									
REMARKS: To be used during tree removing operations.																										

All contractors are encouraged to access the Route Clearing database at <http://www.dot.ca.gov/hq/traffops/permits> to get the most current status of any highway restrictions.

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3. Stormwater Pollution Control

a) The Contractor must comply with the water pollution control requirements as described in the National Pollutant Discharge Elimination System (NPDES) Permit No., CAS000003 (Order No. 99-06-DWQ) issued to the State of California, Department of Transportation, hereafter referred to as "Caltrans Statewide NPDES Permit" and the NPDES Permit for General Construction Activities No., CAS 000002 (Order No. 99-08-DWQ), hereafter referred to as "General Construction Permit". Both NPDES permits were issued by the State Water Resources Control Board (SWRCB). A copy of the Caltrans Statewide NPDES Permit and the General Construction Permit can be obtained from the Caltrans Contract Manager, or they are available on the SWRCB web site at <http://www.swrcb.ca.gov> .

b) Within fifteen (15) workdays of the distribution of fully executed copies of the Agreement, the Contractor will provide a copy of the completed WPCP and any other pertinent documentation to the Caltrans Contract Manager. Caltrans Contract Manager will have seven (7) workdays to review the WPCP. If revisions are required, as determined by Caltrans Contract Manager, the Contractor will revise and resubmit these documents within seven (7) workdays of receipt of the Caltrans Contract Manager's comments. Caltrans Contract Manager will have seven (7) workdays to review and approve these documents. Except for work that does not have the potential to cause water pollution as determined by the Caltrans Contract Manager, the Contractor shall not begin demolition work under the Agreement prior to the approval of the WPCP by Caltrans Contract Manager. The Contractor must conform to the requirements in the Caltrans Storm Water Quality Handbooks for preparation of WPCP. Copies of these manuals can be obtained from Caltrans' web site at <http://www.dot.ca.gov/hq/construc/stormwater.html> .

c) Payment for work under this Agreement shall not be made until the Caltrans Contract Manager has inspected the site and determined that the Contractor has complied with all the required provisions of the WPCP. Contractor is responsible for implementing these storm water provisions until work authorized under this Agreement is completed and accepted by the Caltrans Contract Manager. Upon such completion and acceptance, Caltrans will be responsible for maintaining post-contract storm water pollution control measures. Water pollution control work shall conform to the provisions the approved WPCP.

4. Location of Work

A. Location of services to be performed include locations within State's right of way along State Highway 20 in Fort Bragg, Mendocino County, CA.

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- B. The work will be on State owned right of way property that is held for future construction projects or as excess property.

5. Contract Management

State Agency:Dept of Transportation	Contractor::
Name: William Smale, Contract Manager	Name:
Section/Unit: Marysville, Right of Way/D.3	Section/Unit:
Address: 703 B Street, Marysville,CA 95901	Address:
Phone: (530) 741-5313	Phone
Fax: (530) 741-4490	Fax:

EXHIBIT A
(Standard Agreement)

6. Contractor's License, Description of Work

A. License:

The Prime Contractor must be properly licensed in accordance with the laws of the State of California and shall possess a C-61 Limited Specialty/D-49 Tree Service License. If the Prime Contractor is not licensed to perform the traffic control work, he/she must subcontract the traffic control work to someone who has a Specialty License C-31 - Construction Zone Traffic Control Contractor.

7. Request for Service

- A. The Contractor shall respond to service requests transmitted by the Caltrans Contract Manager or his/her designee. In no case shall the Contractor engage in any solicitation of business that might subject the State to any liability for payment.
- B. The State recognizes the Contractor's need to schedule his/her work in the order in which it is received; however, undue delay completing State work shall be cause for termination of the Agreement. If required by State, the Contractor shall show proof of proper scheduling.
- C. Caltrans will pay only for work requested by the Caltrans Contract Manager or his/her designee. The Caltrans Contract Manager or his/her designee will notify the Contractor of the location, nature, and extent of the work to be done. This notification shall be the complete instruction and authorization for the proposed work and the Contractor shall comply fully with all particulars thereof.
- D. The Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the order, or if any work not on the original order is requested by lessee, additional authorization shall be obtained from the Caltrans Contract Manager or his/her designee before said work is begun.
- E. Contractor to complete the work within 60 days of contract award date. Failure to complete the work within the time required shall be considered non-conformance and the work requested will be withdrawn.

8. Completion and Inspection of Work

It is the Contractor's responsibility to notify the Caltrans Contract Manager at (530) 741-5313 for work in the county of Mendocino to have all work inspected. It is also the Contractor's responsibility to notify the Caltrans Marysville Right of Way Branch at (530) 741-5135 within 24 hours of work completion for final inspection of work.

EXHIBIT A
(Standard Agreement)

9. Final Cleanup

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by his/her work actions from the job site.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. The Contractor invoicing requirements are as follows:

1. The Contractor shall submit an itemized invoice with the following information:
 - a. Contract number
 - b. Statement of work performed
 - c. Materials/supplies purchased or installed
 - d. Date(s) of work
 - e. Starting and ending times
 - f. Property address
 - g. Right of Way Log No. and/or Parcel No.
 - h. Disposal fee receipts if applicable.
2. The Contractor shall submit an original and two copies of each invoice.
3. Invoices shall be submitted within 30 days of completion of work.
4. Preprinted letterhead invoices do not require the Contractor's signature.
5. The Contractor's signature is required on invoices on which the Contractor's name and address are typewritten or rubber-stamped. Such invoices received without the Contractor's signature will not be accepted for payment.
6. Invoices must be legible and reproducible. Any invoices, which are illegible, incomplete or inaccurate, will be returned to the Contractor for clarification and/or completion.

B. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with the Contractor's invoices within ten (10) days, not including Saturdays, Sundays or legal holidays, following completion of the work to the Contract Manager. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date along with their invoices for verification by the District Labor Compliance Office. Delinquent payrolls or other required documents will cause payment to be withheld pending receipt of such documents.

C. The State will reimburse the Contractor monthly in arrears after satisfactory completion and acceptance of the Agreement by the Caltrans Contract Manager, as promptly as State fiscal procedures permit upon receipt of itemized invoices in triplicate.

D. Invoices shall reference this Agreement number and shall be submitted to the Caltrans Contract Manager for work performed in the County of Mendocino at the following address:

Department of Transportation

EXHIBIT B
(Standard Agreement)

Marysville Right of Way
Attn: William Smale, Contract Manager
P.O. Box 911, 703 B Street
Marysville, California 95901

- E. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided the requirements of the Agreement have been met.
- F. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
(Standard Agreement)

4. Cost Limitation

- A. The State will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or his/her designee.
- B. It is understood and agreed that the maximum amount of this Agreement is an estimate and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement and that the State will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or his/her designee.

5. Rates

- A. The rate quoted by the Contractor shall be valid for the full term of the Agreement as agreed upon in the Lump Sum Quote on Attachment 1, Adm. 1412a.
- B. Materials and parts used in connection with ordered services will be included in the rate quoted.

6. Allowable Costs and Payments

- A. Payment will be at the rate quoted. The payment shall include full compensation for furnishing all of the labor, tools, equipment and incidentals necessary to complete the work. No additional compensation will be allowed for specialized equipment and/or disposal fees, unless approved by the Caltrans Contract Manager in writing. Profit, charges for estimates, if any, and overhead markup must be included in the rate quote.
- B. Cost of travel time to and from work site is an overhead charge to be included in the rate bid.

7. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT B
(Standard Agreement)

8. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
- 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a.) The information contained in the payroll record is true and correct.
 - b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - 2.) The payroll records, enumerated under paragraph (1) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c.) A certified copy of all payroll records, enumerated in paragraph 1 above, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the Department. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of copy preparation by the Contractor, Subcontractors, and the Department. The public shall not be given access to the records at the principal office of the Contractor.

EXHIBIT B
(Standard Agreement)

- 3.) Each Contractor shall file a certified copy of the records enumerated in paragraph (1) above, with the entity that requested the records within ten (10) days after receipt of a written request.
 - 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - 5.) The Contractor shall inform the body awarding the Agreement of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

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(Standard Agreement)

- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with the Contractor's invoices within ten (10) days, not including Saturdays, Sundays or legal holidays, following completion of the work to the Contract Manager. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date along with their invoices for verification by the District Labor Compliance Office. Delinquent payrolls or other required documents will cause payment to be withheld pending receipt of such documents.

9. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. In addition, to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above, unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of

EXHIBIT B
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- the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
- 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
 - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. The Contractor shall pay any money retained from and owed to a Subcontractor upon receipt of notification by the Department that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the Subcontractor to the Department. The moneys shall be retained by the Department pending the final decision of an enforcement action.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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(Standard Agreement)

10. State General Prevailing Wage Rates

- A. The attention of the Contractor is directed to, and the Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department of Industrial Relations, Division of Labor Statistics and Research, P. O. Box 420603, San Francisco, CA 94142-0603, (415) 972-8628.

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12. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
 - 1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3. Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.

3. Bonds

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

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4. Workers' Compensation Liability

The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code and agrees to comply with such provisions before commencing the performance of the work of this Agreement.

5. Non-State Employees

It is expressly agreed that all persons engaged on this work are employees of the Contractor and/or subcontractor, and that none are employees of the Department of Transportation or the State of California.

6. Equipment

- A. The Contractor shall provide a properly equipped service truck with all tools and equipment required to do the work. A periodic inspection by State representatives will be performed to ensure that the truck, tools and equipment are appropriate for the type of work being performed. This inspection will be based on the common practice of the industry for the particular trade practiced.
- B. Failure to use tools and equipment for the specified work will constitute non-conformance and result in possible cancellation of the Agreement. Inspection of the truck, tools and equipment does not certify or warrant the condition of tools and/or equipment use. The State will not be responsible for use and/or condition of truck, tools or equipment.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

7. Workmanship

- A. The workmanship shall be equal to the highest standards of the industry and shall be in conformance with the building codes of the State, County and City in which the work is being done; copies of any required building permits shall be submitted to the Caltrans Contract Manager with the Contractor's invoice(s).
- B. The Contractor shall conduct his/her operations in such a manner to cause the least obstruction and/or inconvenience to the tenants. Whenever the Contractor's operations create a condition which is hazardous to the tenants or to the public, the Contractor shall provide, at the Contractor's expense and without

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cost to the State, flagpersons and/or guards necessary to eliminate the hazardous condition encountered. The Contractor shall furnish, erect or maintain such fences, barricades, light signs and/or other devices that are necessary to prevent accidents and avoid damage or injury to the tenants or the public.

- C. The Contractor shall conduct his/her operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
- D. The Contractor shall protect and indemnify the State of California and its officers and employees from any loss or damage that may occur from any loss or damage to the materials or other things used in performing the work and from liability or injury to or death of any person, either workers or to the public, resulting from the Contractor's operation.
- E. The Contractor shall notify the Caltrans Contract Manager or his/her designee of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced, or shall be as directed by the Caltrans Contract Manager or his/her designee.
- F. Any work judged unsatisfactory by the Caltrans Contract Manager or his/her representative shall be redone at the Contractor's expense.

8. Legal Responsibility

- A. The Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work to be performed.
- B. The State of California, or any employee of the State of California, shall not be answerable or accountable in any manner for loss or damage that may happen to the Contractor's equipment, tools or materials.
- C. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from any cause whatsoever during the performance of the work or at any time before its completion and final acceptance.

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(Standard Agreement)

9. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Article.

10. Termination

- A. The Department of Transportation reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

11. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. The Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original agreed-upon price and the actual cost of performing the work by a new contractor.

Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a Agreement where work has not

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commenced or was suspended without cause, or (3) where Agreement is terminated for the Contractor failing to perform services required by the Agreement in a satisfactory manner.

12. Change in Terms/Amendment

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. There shall be no change in the Project Manager without prior written approval by the Caltrans Contract Manager.

13. Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

14. Employment of Apprentices

- A. Attention is directed to the provisions in Section 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him/her. (Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding/proposing work through a general or prime contractor, involving less than 20 working days or \$30,000.)
- B. The Contractor and any subcontractors under him/her shall comply with the requirements of 1777.6 and, where applicable, of 1777.5 in the employment of apprentices.
- C. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, prior to commencement of work on the

EXHIBIT D
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public works contract. Responsibility for compliance with Section 1777.5 lies with the prime Contractor. Penalties are specified in Labor Code Section 1777.7.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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(Standard Agreement)

1. Liability Insurance Provisions

- A. The Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this Agreement.
 3. That the State will not be responsible for any premiums or assessments on the policy.
- B. The Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

2. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. The Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

1. past the due date, such failure will constitute consent to the substitution; and
2. Be served by certified or registered mail to the last known address of the listed subcontractor.

The listed subcontractor, who has been so notified, shall have five working days within which to submit written objections to the substitution to the Caltrans

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Contract Manager. Failure to submit a written objection shall constitute the listed subcontractor's consent to the substitution.

3. Subcontracting

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

4. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

5. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all agents and

EXHIBIT E
(Standard Agreement)

employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

6. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

7. Equipment Indemnification

- A. The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

8. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Attachment 6

AGREEMENT NUMBER 01A0924
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	13 pages
Exhibit B – Budget Detail and Payment Provisions	9 pages
Exhibit C* – General Terms and Conditions	
Exhibit - D* Special Terms and Conditions	6 pages
Exhibit E – Additional Provisions	3 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

, Contract Officer

ADDRESS

1727 30th Street, 4th floor
Sacramento, Ca 95816

California Department of General
Services Use Only

☐ Exempt per:

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):	CONTRACT NO. 01a0924	\$ _____
SCOPE OF WORK		TOTAL LUMP SUM
<p>The service contract is to cut and remove approximately five hundred (500) trees as dictated by the Right of Way stakes in place. For the purpose of this contract a “tree” will be defined as a “4” inch diameter, from within the State’s right of way along State Highway 20, Fort Bragg, Mendocino County. Tree removal is necessary to support the scheduled safety project to widen the shoulders of MEN 20. The trees to be removed are located on both sides of highway 20 beginning at about KP 2.78/ P.M 1.73 to KP 3.73/PM 2.32. Trees range in variety of: Pine, Cypress, Redwood, Fir, Tan Oak, Willow and other. Height and diameter vary to (1300mm BHD --2000mmDLD).</p> <p>Tree removal must occur outside the nesting season, between September 15 and March 15 in compliance with the Migratory Bird Treaty Act. Failure to remove said trees could result in construction delays to the main safety project.</p>		

- (1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.
- (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
- (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE.UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID,BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

ATTACHMENT 3

Agreement Number 01A0924

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS		
CONTACT PERSON	BUSINESS PHONE ()		
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER		DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

ADM-2010 (REV. 8/97)

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____

(Insert place where bids will be opened)

_____ on _____ .
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

By _____
Attorney-in-Fact**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of _____ SS

On this _____ day of _____ in the year 20 _____ before me, a notary public

in and for the county and state aforesaid, personally appeared _____,

Attorney-in-Fact

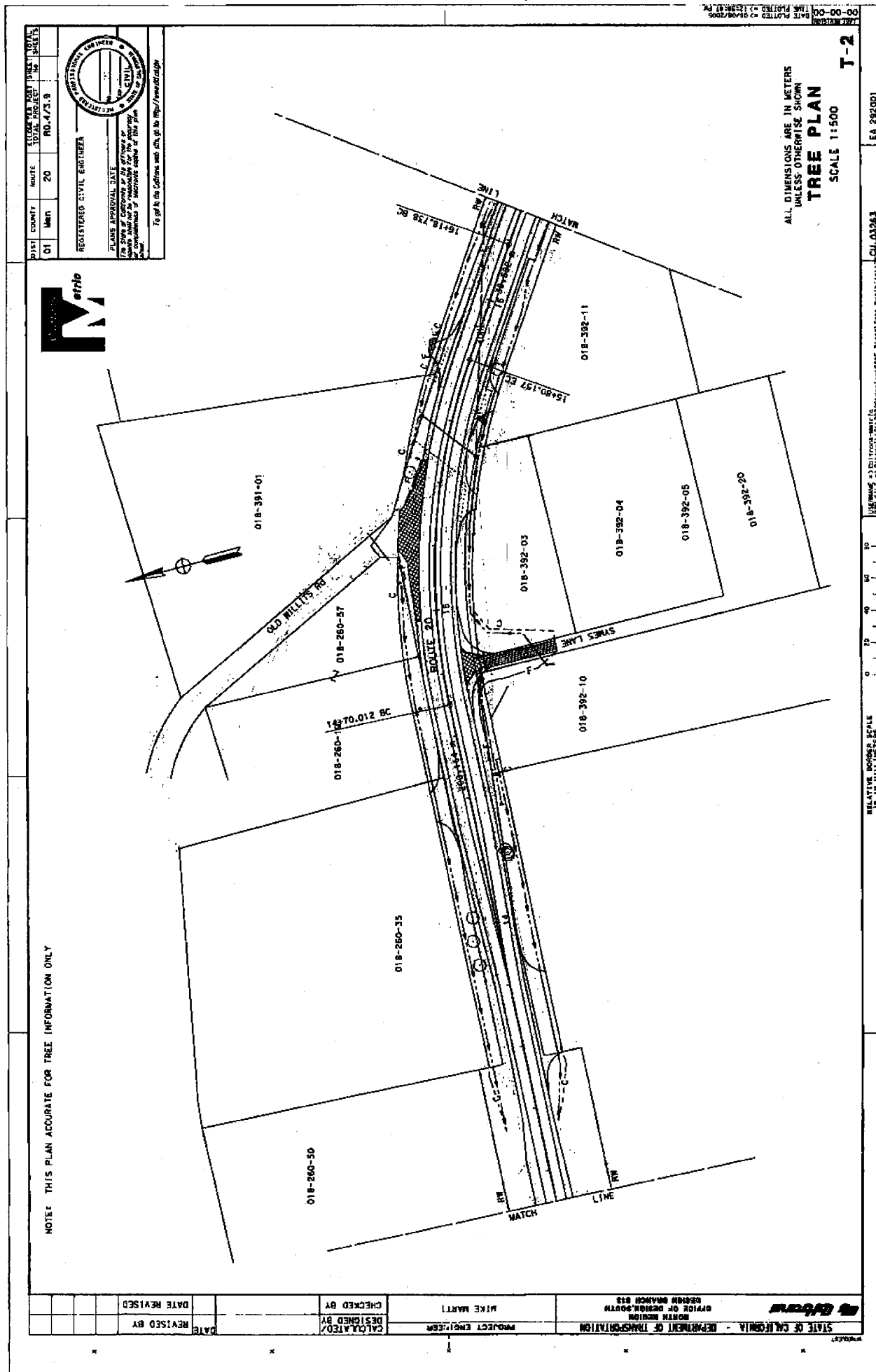
known to me to be the person whose name is subscribed to the within instrument and known to me to be

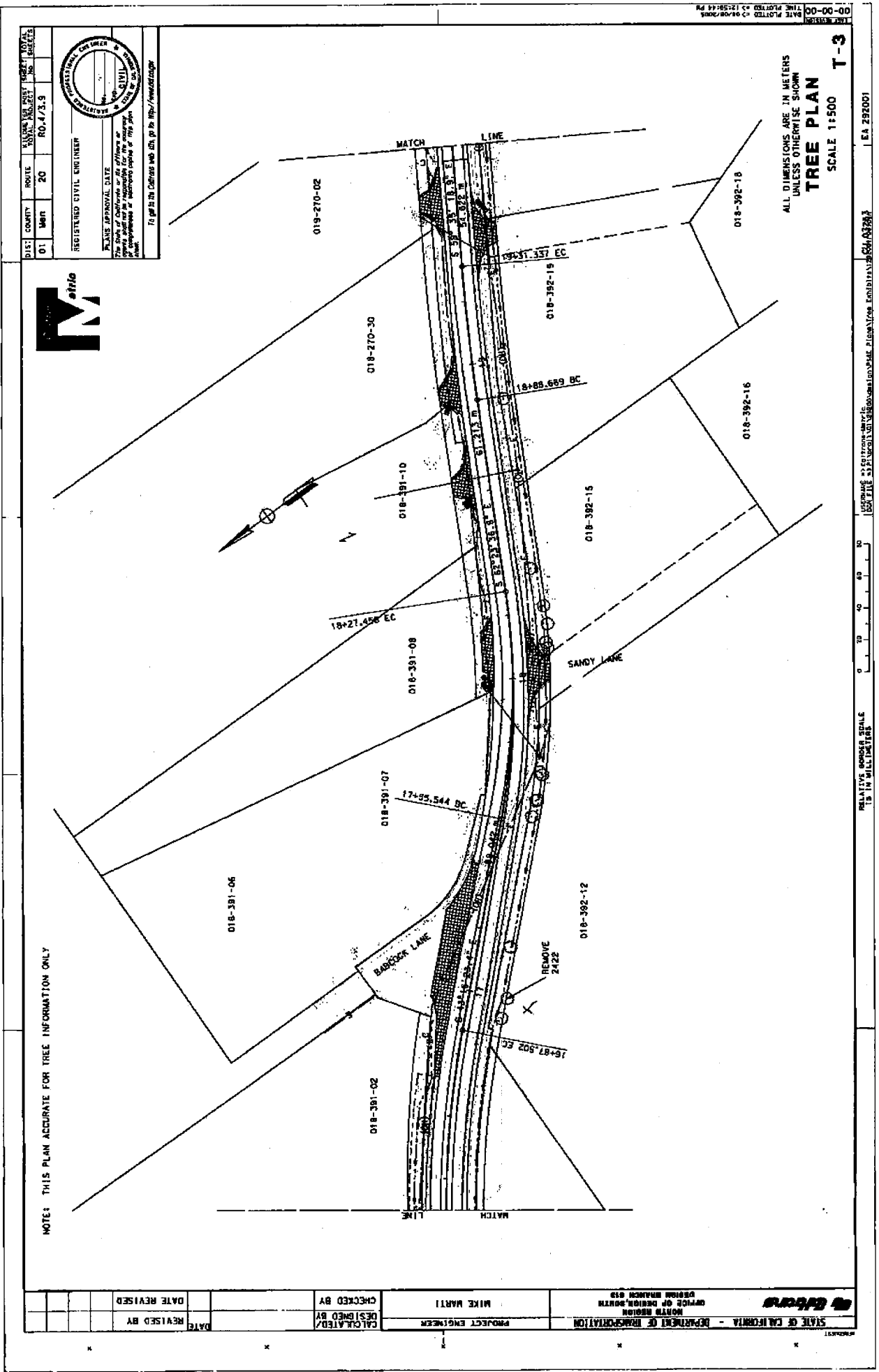
the Attorney-in-Fact of _____,

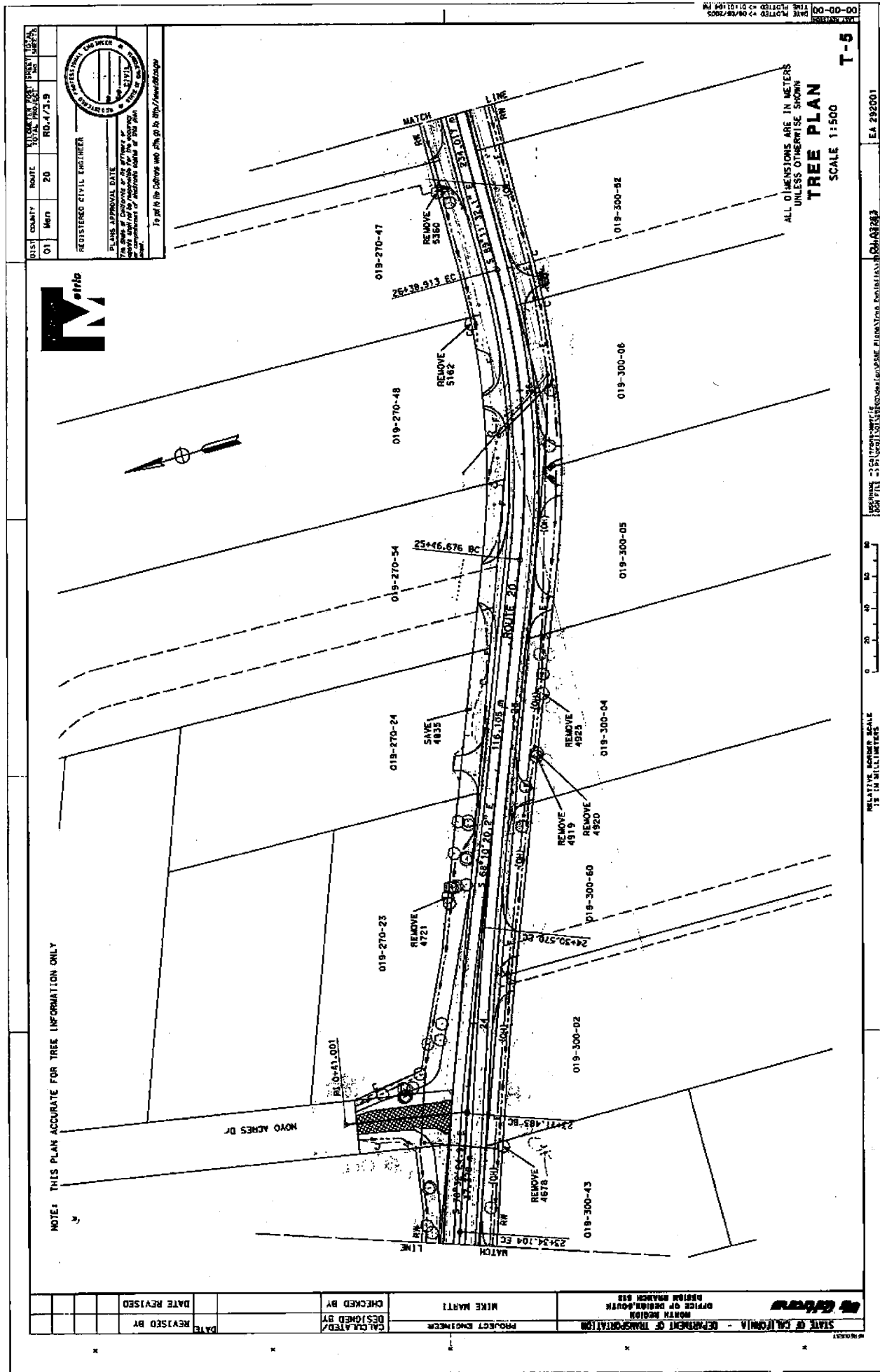
and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

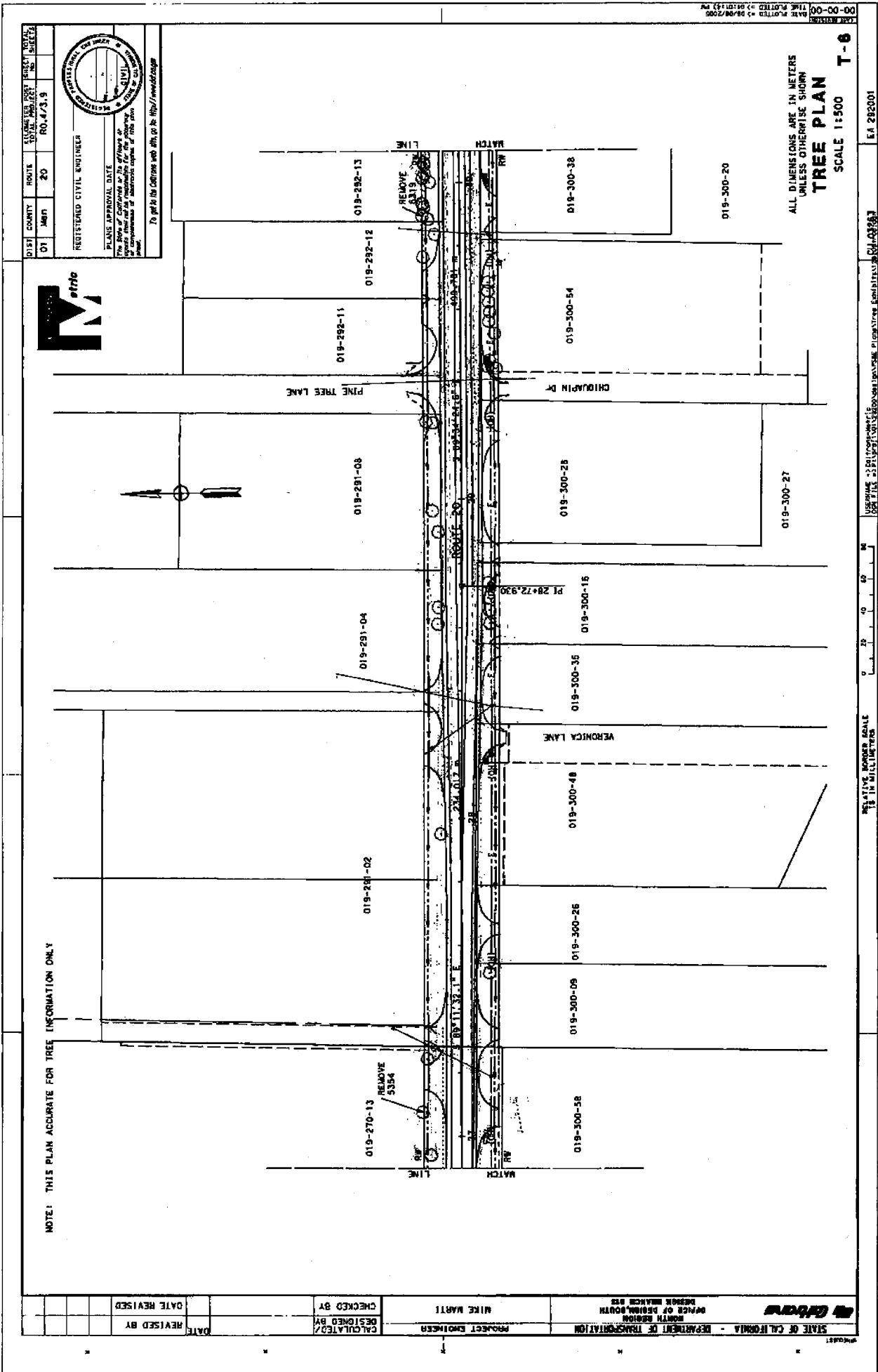
(SEAL)

Notary Public









NOTE:

- ALL TREES SHALL BE REMOVED WITHIN STATE'S RW BETWEEN 13+35 TO 43+70 EXCEPT TREES NOTED TO BE SAVED.
- SOME TREES SHALL BE REMOVED OUTSIDE OF STATE'S RW AS NOTED.
- THIS PLAN ACCURATE FOR UTILITIES ONLY.

DATE	REVISOR	CHECKED BY	DESIGNED BY	PROJECT ENGINEER	MIKE MARTI	OFFICE OF DESIGN/SOUTH REGION	STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DATE REVISION	BY	DATE	BY	DATE	BY	DATE	BY

RELATIVE BORDER SCALE IS IN MILLIMETERS
SCALE 1"=100'

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

TREE PLAN

SCALE 1"=100'

T-1

DIST	COUNTY	ROUTE	SECTION	DATE	BY
01	MARI	20	RD-4/3.9		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

TO BE USED IN THE DESIGN AND CONSTRUCTION OF THE PROJECT.



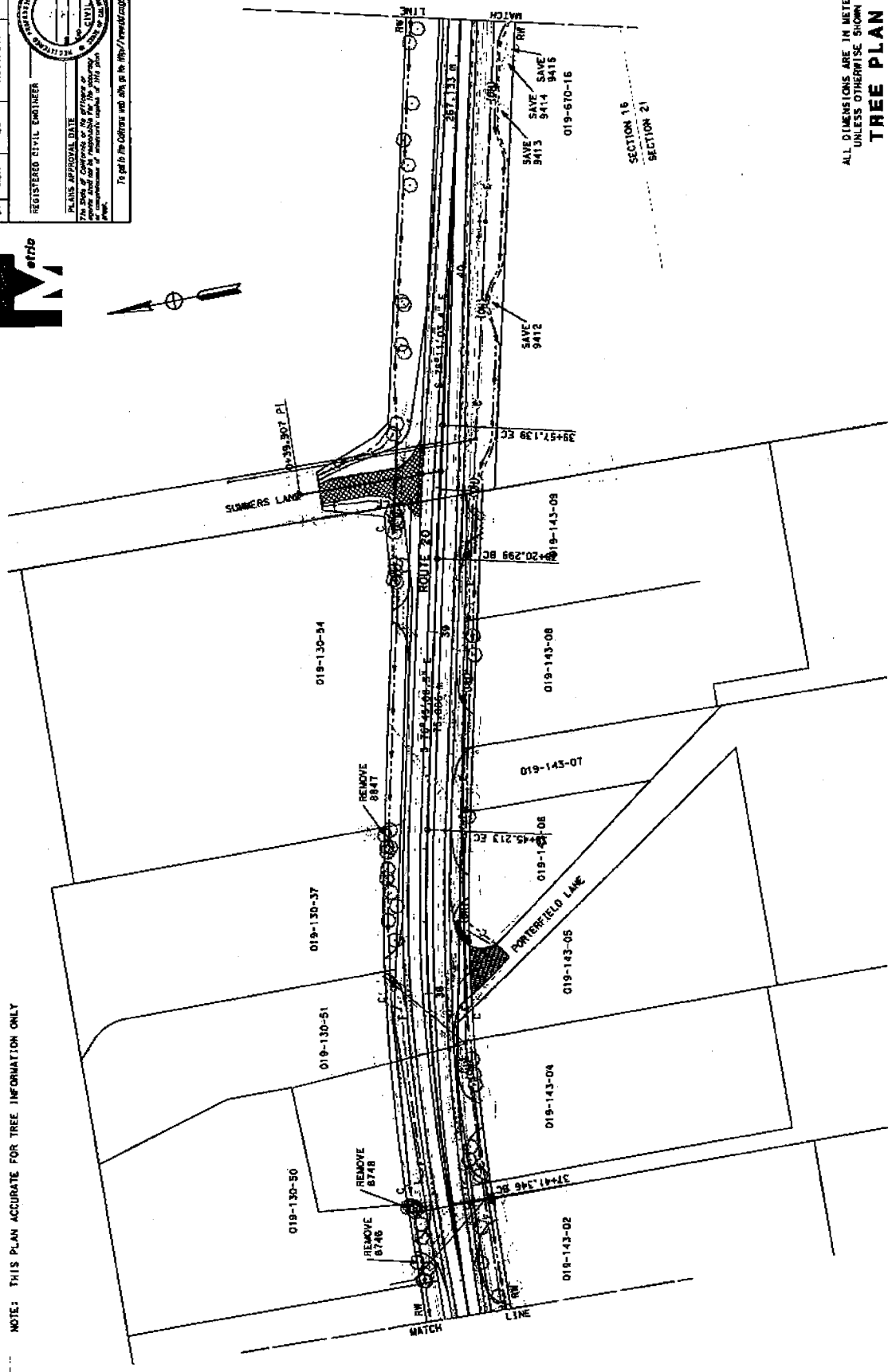
NOTE: THIS PLAN ACCURATE FOR TREE INFORMATION ONLY

DATE	REVISOR	DATE	REVISOR

CALCULATED BY	DESIGNED BY	CHECKED BY

PROJECT ENGINEER	DATE
MIKE MARTI	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
NORTH REGION
OFFICE OF DESIGN DIVISION
DESIGN BRANCH 833



ALL DIMENSIONS ARE IN METERS
UNLESS OTHERWISE SHOWN

TREE PLAN

SCALE 1:500

T-9

DATE PLOTTED: 01/08/2005
PLOTTER: HPGL-1000
SCALE: 1:500
SHEET: 1 OF 10

